



30

NEW YORK TERMINAL CONFERENCE AGREEMENT

FEDERAL MARITIME COMMISSION - AGREEMENT NO. 8005
INCLUDING AMENDMENTS MADE BY AGREEMENTS 8005-1 THROUGH 8005-6

MEMORANDUM OF COOPERATIVE WORKING AGREEMENT
RELATIVE TO CHARGES FOR LOADING OR UNLOADING WATERBORNE FREIGHT
ONTO OR FROM TRUCKS, LIGHTERS, BARGES, AND RAILROAD CARS
AT PIERS OR OTHER WATERFRONT TERMINALS IN THE PORT OF
GREATER NEW YORK AND VICINITY

The parties hereto are persons engaged in marine terminal operations (hereinafter referred to as Terminal Operators) and common carriers by water (hereinafter referred to as Steamship Companies), all of whom are subject to the jurisdiction of the Shipping Act, 1916, and are engaged in and/or vitally concerned with the loading and unloading of waterborne freight onto or from vehicles at marine terminals and the furnishing of other marine terminal facilities and services in the Port of Greater New York and vicinity. The Port of Greater New York and vicinity, for the purpose of this Agreement, includes all of the geographical area designated in "The Port of New York District" Map issued by the New York Port Authority, and official copy of which map is attached hereto and made part hereof. (Copies of the map are not available for distribution).

The parties hereto, in consideration of the benefits, advantages and privileges to be severally and collectively derived from this cooperative working agreement with respect to (1) the fixing of charges to be made by the Terminal

Operators for the service of loading or unloading freight carried by or consigned for carriage by the Steamship Companies and other common carriers by water onto or from trucks, lighters, barges, and railroad cars, at piers or at other waterfront terminals, container yards, and container freight stations, in the Port of Greater New York and vicinity; and (2) the fixing of free time, and demurrage rates and charges to be made by the Terminal Operators or the Steamship Companies, only in the manner and to the extent herein provided, and in order to bring about uniformity of treatment to, and to avoid possible discrimination against, truckers, lighterage operators, railroads, and/or consignees or shippers, agree as follows:

1. That they shall establish, publish and maintain a tariff and/or tariffs containing just and reasonable rates, charges, classifications, rules, regulations and practices with respect to the services of loading, and unloading or waterborne freight onto and from trucks, lighters, barges and railroad cars, and the service of storage of waterborne import and export freight on the pier facilities (including the fixing of free time and demurrage thereon); provided, however, that no tariff or tariffs so issued shall include trades covered by tariffs now or hereafter published and

filed by, or pursuant to agreements among, common carriers by water, insofar as the latter tariffs cover free time and demurrage.

a) The tariff may contain rules, regulations and practices prohibiting the loading of trucks at the piers or other waterfront terminals in said Port by anyone other than the operators of said piers or waterfront terminals.

b) No change in any such tariffs shall become effective until after the expiration of thirty (30) days from the publication and issuance thereof, unless good cause exists for change on shorter notice. In all cases where a change becomes effective in less than the said thirty (30) days, the Federal Maritime Commission shall be advised in writing of the reasons therefor.

c) All such tariffs shall contain a detailed statement describing the procedures by which shippers' requests and complaints (as said phrase is defined by the Federal Maritime Commission) are to be received and adjudicated.

2. The parties shall assess and collect rates and charges for and in connection with such services strictly in accordance with rates, charges, classifications, rules, regulations and practices set forth in said tariffs and, further, shall not in any respect whatsoever deviate from

or violate any of the terms or conditions or provisions of said tariffs, and no rates or charges assessed or collected pursuant to such tariffs shall be directly or indirectly refunded or remitted in whole or in part in any manner or by any device.

3. John V. Lyon, as Agent, hereinafter referred to as the Agent, whose offices are presently at 80 Broad Street, New York 4, New York *, or such other person as the parties may at any time hereafter designate, shall be the authorized representative of each of the parties hereto to issue and receive all notices and communications pertaining to this Agreement, and to publish and issue all tariffs, corrections thereto and re-issues thereof, setting forth the rates, charges, classifications, rules, regulations and practices established by the parties hereto.

4. The Agent, or such other person as the parties may, from time to time, designate, shall file with the Federal Maritime Commission, a report of all meetings of the parties (as said phrase is defined by the Federal Maritime Commission) within thirty (30) days thereof. The said report, whose accuracy and completeness shall be certified to by the Agent, or other authorized person, shall describe all matters within

*Current Agent is Jesse A. Chebuske, 17 Battery Place, New York, New York 10004.

the scope of the agreement which are discussed or taken up at any such meeting, and shall specify the action taken with respect to each such matter.

a) The said Agent, or other authorized person, shall, for a period of at least two years from the publication thereof, retain all reports or circulars, in whatever form, which have been distributed to the parties and relate to matters within the scope of the agreement.

5. Any person, firm or corporation coming within the definition of the parties hereto as set forth in the first paragraph of this Agreement may, upon making written application therefor and upon subscription of a counterpart of this Agreement, be admitted as a party to this Agreement, with all of the rights, privileges and obligations of all of the other parties hereto. The right to become a party hereto shall not be denied to any applicant therefor without just and reasonable cause. Prompt advice of any such denial, together with a full statement of the reasons therefor, shall be furnished to the governmental agency charged with the administration of Section 15 of the Shipping Act, 1916. Every application for admission to participation in this Agreement shall be acted upon promptly and no addition of a party to this Agreement shall become effective until written advice thereof has been sent by the Agent to such governmental agency.

Any party hereto may withdraw from participation in this Agreement by giving thirty (30) days written notice of such withdrawal to the Agent. Notice of withdrawal of any party shall be sent promptly to such governmental agency by the Agent.

6. In the event any party hereto is charged with any violation of this Agreement and the parties are unable to voluntarily compose their differences, any party to this Agreement may in writing, addressed to the Agent, request that the dispute be submitted for decision by arbitration. An Arbitration Committee of three persons, to be selected by the Agent from among the parties to this Agreement, but excluding the charging party and the party charged, to whom all data requested in connection with the matter in dispute shall be made available, shall determine the issues involved, and any decision rendered by a majority of said Committee shall be final and binding on all parties hereto, and shall be circulated for the information of all such parties. Such arbitration decision, shall, if the charging party has been damaged by the violation, include the imposition of liquidated damages against the offending party to be paid to the charging party. Failure to pay promptly any liquidated damages that may be imposed or failure to comply with any other decision of the Arbitration Committee shall subject the offending party

to expulsion from participation in, and from continuing as a party to, this Agreement.

7. The scope, areas and undertakings of joint activities shall be prescribed and determined by and at meetings of the parties (hereinafter referred to as "Conference Meetings"). In connection therewith, the term "Conference Meetings" shall also include the taking of a telephone poll of all parties hereto by the Agent or other authorized person.

a) Conference meetings may be convened at any time upon not less than three working days written notice (except in emergencies), at the call of the Agent, or other authorized person, or at the request of any of the parties hereto addressed to the Agent.

b) A quorum shall consist of the representatives of a majority of the parties hereto. Action taken at a Conference meeting shall be determined by a majority of those present at such meeting, except as otherwise specifically set forth in this Agreement.

c) The Agent, or other authorized person, shall preside over all Conference meetings and he shall arrange for the keeping of a minute record of each such meeting. In addition, the Agent, or other authorized person, shall cause to be made, and to be retained for a period of at least two years, a record of the vote of each individual member, by name, on each

question presented at Conference meetings.

d) Any expenses incurred in carrying out this Agreement shall be prorated among the parties as they shall from time to time determine.

8. This Agreement may be cancelled, or altered or amended upon the approval of not less than three-fourths (3/4) of the parties hereto. The approval or consent of any party to any such proposed cancellation, alteration or amendment may be given in writing either before or after the convening of a meeting at which such proposal is to be or has been considered. No such cancellation, alteration or amendment shall be made effective prior to its approval pursuant to Section 15 of the U.S. Shipping Act, 1916, as amended.

9. No Steamship Company which is a party to this Agreement shall transport cargo to or from a pier or other waterfront terminal in the Port of Greater New York and vicinity unless the operator thereof either:

a) is a party to this Agreement; or

b) although not a party, nonetheless observes the rates, rules, regulations and practices contained in tariffs issued pursuant to this Agreement as the same are in effect from time to time;

c) provided, however, that in the event a steamship company party to this Agreement is unable to obtain the use of a terminal or pier from a terminal operator as defined in

paragraphs a) and b) above, such steamship company shall be free to obtain the use of a terminal or pier from any terminal operator regardless of whether such operator is a party to this Agreement, and regardless of what rates, rules, regulations, and practices are observed.

Eash steamship company shall cooperate fully with the Terminal Operators and the parties hereto shall cooperate with one another in order that the terms of such tariffs may be fully performed.

This Agreement, to be known as the "New York Terminal Conference Agreement," shall take effect when signed by the parties hereto and a true copy thereof has been filed and approved pursuant to Section 15 of the U.S. Shipping Act, 1916, as amended.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or representatives thereunto duly authorized.

<u>Agreement No.</u>	<u>Signed</u>	<u>Approved</u>
8005	August 24, 1954	March 23, 1955
8005-1	March 29, 1957	February 24, 1959
8005-2	October 29, 1959	April 25, 1960
8005-3	May 6, 1960	June 30, 1960
8005-4	January 31, 1964	March 3, 1967
8005-5	August 4, 1966	February 15, 1967
8005-6	December 14, 1972	February 15, 1973

Signatory Parties as of January 1, 1973
(This list is kept current at Page 3 of the Tariff)

Hellenic Lines, Ltd.

International Terminal Operating Co., Inc.

Maher Terminals, Inc.

John W. McGrath Corporation

Nacirema Operating Co., Inc.

Northeast Marine Terminal Co., Inc.

Pittston Stevedoring Corp.

Prudential-Grace Lines, Inc.

United Terminal, Inc.

Universal Maritime Service